

## GIS REGISTRY INFORMATION

SITE NAME:	HOLIDAY INN EXPRESS		
BRRTS # and FID #:	<b>02-30-449055, 230111420</b>		
CLOSURE DATE:	01/20/2004		
STREET ADDRESS:	5125 6TH AVE		
CITY:	KENOSHA		
SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection):	X=	698964	Y= 237495

OFF-SOURCE CONTAMINATION (>ES): <small>(if there are more than 2 off-source properties, make a note and attach additional sheet(s))</small>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
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IF YES, STREET ADDRESS 1:			
GPS COORDINATES (meters in WTM91 projection):	X=	Y=	

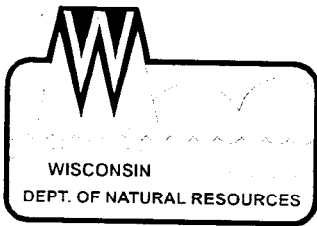
IF YES, STREET ADDRESS 2:			
GPS COORDINATES (meters in WTM91 projection):	X=	Y=	

CONTAMINATION IN RIGHT OF WAY:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
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CONTAMINATED MEDIA: (Groundwater, Soil or Both?)	SOIL
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### DOCUMENTS NEEDED:

Closure Letter, and any conditional closure letter issued	X
Copy of most recent deed, including legal description, for all affected properties	X
Certified survey map or relevant portion of the recorded plat map <i>(if referenced in the legal description)</i> for all affected properties	X
County Parcel ID number, <i>if used for county</i> , for all affected properties	X
Location Map which outlines all properties within contaminated site boundaries in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy)	X
Detailed Site Map(s) for all affected properties, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy)	X
Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)	X
Isoconcentration map(s), <i>if available from site investigation (SI)</i> (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of contamination defined. <b>If not available, include the following 2 types of maps:</b>	
Latest groundwater flow/monitoring well location map	
Latest extent of contaminant plume map	
Geologic cross-sections, <i>if available from SI</i> . (8.5x14" if paper copy)	
RP certified statement that legal descriptions are complete and accurate	X
Copies of off-source notification letters (if applicable)	
Letter informing ROW owner of residual contamination (if applicable)	
Copy of (soil or land use) deed restriction(s) or deed notice <i>if any required as a condition of closure</i> .	



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

James Doyle, Governor  
Scott Hassett, Secretary  
Gloria L. McCutcheon, Regional Director

Southeast Region  
Sturtevant Service Center  
9531 Rayne Road, Suite IV  
Sturtevant, Wisconsin 53177  
Telephone 262-884-2300  
FAX 262-884-2307  
TDD 262-884-2304

January 20, 2004

Mr. Joseph Dora  
Holiday Inn Express – Harborside  
5125 6<sup>th</sup> Ave.  
Kenosha, WI 53140

Subject: Holiday Inn Express – Harborside, 5125 6<sup>th</sup> Ave., Kenosha, WI FID 230111420, BRRTS  
03-30-454894 and 02-30-449055 Closure Approval

Dear Mr. Dora:

The Department received the additional information for closure and the completed Soil GIS packet for the above noted site on December 13, 2003.

At this time your site can be closed based upon information submitted to date by your consultant.

Be aware that if in the future if additional information is brought to the attention of the department indicating a threat to human health or the environment this site may be reopened.

If you have any questions please contact me at 262-884-2341.

Sincerely,

Shanna L Laube, P.G.  
Hydrogeologist

Cc: Sean Cranley, Chem Report, 4515 Washington Rd. Kenosha, WI 53144

# Checklist of Documents for GIS Registry Packet

WI DNR, Bureau for Remediation and Redevelopment, PUB-RR-688

(Include with closure request – please assemble in this order. *This checklist applies to closure requests for sites with groundwater exceeding ch. NR 140 standards and/or soil contamination exceeding ch. NR 720 generic or site specific residual contaminant levels (RCLs).*)

GIS  
PKT  
Complete  
new  
1/8/03

- ☐ One-time fee of \$250.00 for groundwater, and/or
- ☒ \$200 for soil, for each case closed, for maintenance of the registry.
- ☒ Copies of the most recent deed including legal descriptions, for all properties within or partially within the contaminated site boundaries. (Note: If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.)
- ☒ A copy of the certified surveyed map or the relevant section of the recorded plat map for those properties where the legal description in the most recent deed refers to a certified survey map or a recorded plat map. (lots on subdivided or platted property (e.g. lot2 of xyz subdivision))
- ☒ Parcel identification number for each property, if the county in which the property is located uses parcel identification numbers. 12-223-31-177-014
- ☒ Geographic position of all properties within or partially within the contaminated site boundaries. The coordinates need to be for a spot located at least 40 feet inside the property boundary. Refer to NR 716.15(2)(d)7, and (k). The coordinates must be in WTM91 projection. See the following WDNR website address for assistance: [www.dnr.state.wi.us/org/at/et/geol/gwur/index.htm](http://www.dnr.state.wi.us/org/at/et/geol/gwur/index.htm).
- ☒ A location map which outlines all properties within the contaminated site boundaries on a U.S.G.S. topographic map or plat map in sufficient detail to permit the easy location of all parcels. If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200 feet of the site. (If only one parcel, combine with next item.)
- ☒ A map of all contaminated properties within site boundaries, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. This map shall also show the location of all contaminated public streets, and highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 enforcement standards, and/or in relation to the boundaries of soil contamination exceeding generic or site-specific residual contaminant levels as determined under s.. NR 720.09, 720.11 and 720.19.
- ☒ A table of the most recent analytical results, with sample collection dates: from all monitoring wells, and any potable wells for which samples have been collected for groundwater, and/or showing results for all contaminants found in pre-remedial sampling and in the most recent soil sampling event, for soils (without shading/crosshatching).
- ☒ An isoconcentration map, if required as part of the site investigation (SI), of the contaminated properties within the site boundaries. The map should include the areal extent of groundwater contamination exceeding PALs and ESs, groundwater flow directions based on the most recent data, and sample collection dates. If an isoconcentration map was not required as part of the SI, substitute a map showing the horizontal extent of contamination, based on the most recent data.
- ☐ A table of the previous 4 water level elevation measurements from all monitoring wells, at a minimum, with the date measurements were made, is to be included. If present, free product is to be noted on the table. In addition, a groundwater flow direction map, representative of groundwater movement at the site. If the flow direction varies by more than 20° over the history of the site, 2 groundwater flow maps showing the maximum variation in flow direction are to be submitted
- ☒ For sites closing with residual soil contamination, include a map showing the location of all soil samples and a single contour showing the horizontal extent of each area of contiguous residual soil contamination that exceeds generic or site specific residual contaminant levels.
- ☒ A geologic cross section, if required as part of the SI, showing vertical extent and location of residual soil contamination exceeding generic or site specific RCLs and residual groundwater contamination, source extent and location; isoconcentrations for all groundwater contaminants that exceed PALs that remain when closure is requested; water table and piezometric elevations, and the location and elevation of geologic units, bedrock, and confining units, if any.
- ☒ A statement signed by the responsible party, which states that he or she believes that the legal descriptions attached to the statement are complete and accurate. (The point here is that the legal descriptions are describing the correct (i.e. contaminated) properties.)
- ☐ A copy of the letters sent by the RP to all owners of properties with groundwater exceeding ESs (including the current source-property owner, if the RP is not the current source-property owner.) (Off source properties are listed separately with a link to the source property.)
- ☐ A copy of all written notifications provided (to City/village/municipality/state agency or other responsible for maintenance) of a public street or highway or railroad right-of-way, within or partially within the boundaries of the contaminated site, for contamination exceeding groundwater ESs and/or soil exceeding generic or site specific RCLs.

## WARRANTY DEED

494989

THIS INDENTURE, MADE this 28th day of April, A.D., 1967, between Edw. P. Haas of Racine, Wisconsin, as Trustee of all of the directors and shareholders of the Haas Coal and Dock Company, a Wisconsin corporation, now dissolved, to wit: Edw. P. Haas, Carolyn Haas, Phillip J. Haas, Jeanette Reichart, Rosella Reichart, N. H. Haas, Alvin N. Haas, Leonard Haas, and Rita Honacker, for the purpose of administering the terms of a certain Land Contract, dated March 26, 1957, by and between the Haas Coal and Dock Company, a corporation, and the City of Kenosha, Wisconsin, party of the first part, and the City of Kenosha, Wisconsin, a Municipal corporation, party of the second part,

WITNESSETH, that the said party of the first part, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration to him paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, remise, release, alien, convey and confirm unto the said party of the second part, its heirs and assigns forever, the following described real estate, situated in the County of Kenosha, and State of Wisconsin, to-wit:

PARCEL 1: Lot One (1), Lot Three (3), and the South Thirty-three (33) feet of Lot Two (2), in Block Eighty-six (86) of the Village of Southport, a Subdivision in the Northeast Fractional Quarter (1/4) of Section Thirty-one (31), Township Two (2) North, of Range Twenty-three (23) East, according to the plat thereof, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin; ALSO part of Lots Four (4) and Five (5) and a portion of the alley lying between Lots Five (5) and Six (6), in Block Eighty-six (86) of the Plat of the Village of Southport and being part of the North-East 1/4 of Section 31, Township 2 North, Range 23 East, and more particularly described as follows: Commencing at a point in the East line of Fifth Court which runs in a Northeasterly

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and Southwesterly direction through said Block 86, said point being 247.10 feet Northerly measured along the West line of Lots 6, 7, 8 and 9 of said Block 86 from the point of intersection of the East line of Sixth Avenue and the Easterly line of Fifth Court; thence South  $88^{\circ} 45'$  East to the Center line of Pike Creek; thence Northerly along and upon the center line of said Creek to a point where the said center line of the Creek intersects the North line of Lot numbered 4, of Block 86 extended East to the center line of said Creek; thence West along and upon the North line of said Lot 4 of Block 86 extended to the North West corner of said Lot 4 of Block 86 and the East line of Fifth Court; thence Southerly along and upon the East line of said Fifth Court 134.55 feet and to the point of beginning. Said land being in the City of Kenosha, County of Kenosha and State of Wisconsin; ALSO Part of Block 86 in the North East fractional 1/4 of Section 31, Township 2 North, Range 23 East, described as follows, to-wit: Commencing at a point on the West line of said Block which point is 125.42 feet Northerly of the intersection of the extension Southerly of the West line of said Block with the South line of said 1/4 Section; thence North  $9^{\circ}$  West along and upon the Westerly line of said Block 73.93 feet; thence North  $26^{\circ} 2'$  East along and upon the Easterly line of Fifth Court 247.1 feet; thence South  $88^{\circ} 45'$  Southerly along and upon the center line of the Kenosha Harbor to a point which is North  $88^{\circ} 45'$  East from the point of beginning; thence South  $88^{\circ} 45'$  West and parallel with the South line of said 1/4 section to the point of beginning.

ALSO that part of Fifth Court (platted as South Water Street) which lies between the West line and the North line of Block 86, Village of Southport.

Said land being in the City of Kenosha, County of Kenosha and State of Wisconsin.

PARCEL 2: Part of Lots One (1) and Four (4) in Block Eighty (80) of the City of Kenosha on the Northeast fractional quarter of Section 31, Township 2 North, Range 23 East and particularly described as commencing on the Southeast corner of Lot 1 of said Block 80; thence West on the South line of Lots 1 and 4 aforesaid to the point which is 30 feet West of the Southeast corner of Lot 4 of said Block; thence North to the North line of Lot 1 and at the point thereof which is 30 feet East of the Northwest corner of said Lot 1; thence East to the East line of Lot 1 aforesaid; thence South on the East line of said Lot 1 to the place of beginning, together with all accretions thereto and riparian rights connected therewith and dockage thereon or belonging thereto; said premises lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin; ALSO Lot 2 in Block 80 of part of the Northeast quarter of Section 31, Township 2 North, Range 23 East of the fourth Principal Meridian and lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin; ALSO part of the Northeast Quarter of Section 31, Township 2 North, Range 23 East of the Fourth Principal Meridian, more particularly described as follows: Beginning on the South line of Lot 4 in Block 80 at a point which is 30 feet West from the Southeast corner of said Lot 4 and running thence West along and upon the South line of Lots 4 and 3 to a point which is 66 feet East from the Southwest corner of Lot 3, thence running Northerly parallel with the West line of said Lot 3, 41 feet;

thence running Easterly parallel with the South line of Lots 3 and 4 to the Westerly line of said Lot 1; thence running Northwesterly along and upon the Westerly line of said Lot 1 to the Northwest corner of said Lot 1; thence running Northeasterly on the North line of Lot 1, 30 feet; lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

PARCEL 3: That part of Lots 5, 6, 7 and 8, in Block 74, lying East of a line drawn parallel with Milwaukee Avenue, now Seventh Avenue, and 276.8 feet East of the East line of said Seventh Avenue and lying and being in the Northeast quarter of Section 11, in Township 2 North, of Range 23 East, meaning and intending hereby to describe all that part of said Block 74 lying North of the South line of said Lot 8 and South of the North line of said Block and East of the aforesaid line and West of the course line of Pike River or Pike Creek, so-called, together with all accretions thereto and all riparian rights thereunto belonging or in any wise appertaining. Said land is situated in the County of Kenosha and State of Wisconsin, Block 74, except the West 100 feet thereof, to be taken off by a line parallel with the West or front line of said Lot, and taken off by a line parallel with the West or front line of said Lot on the Northeast quarter of Section 11, in Township 2 North, Range 23 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all estate, right, title interest, claim or demand whatsoever of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above described premises and their hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises as above described, with the hereditaments and appurtenances, unto the said party of the second part, and to its heirs and assigns forever.

AND THE SAID Edw. P. Hans, as aforesaid, party of the first part, for himself and his heirs, executors, administrators, successors and assigns, does covenant, grant, bargain and agree to and with the said party of the second part, its heirs and assigns, that at the time of the ensueing and delivery of these presents he is well seized of the premises above described, as of a good, sole perfect, absolute and infeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, and

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that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, he will forever WARRANT AND DEFEND, to the extent of Vendor's interest.

That Edw. P. Haas, party of the first part, as trustee for all of the directors and shareholders of the said Haas Coal and Dock Company, a Wisconsin corporation, now dissolved, obtained legal title to said lands by Warranty Deed dated January 14, 1950, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on January 14, 1950, in Volume 473 of ~~Kenosha County~~ for page 493, as Document No. 390340.

That this deed is given by Edw. P. Haas, as trustee, party of the first part, in fulfillment of a certain contract dated March 26, 1957, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on March 27, 1957, in Volume 451 of ~~Kenosha County~~ on page 541, as Document No. 383011, in which said contract the Haas Coal and Dock Company, a Wisconsin corporation, as the vendor, and the City of Kenosha, a Municipal corporation, as the vendee.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal this 26th day of April, A.D., 1967.

SIGNED AND SEALED IN PRESENCE OF

Charles P. Zinnen  
Charles P. Zinnen  
Edward A. Sowick  
Edward A. Sowick

Edw. P. Haas  
Edw. P. Haas, trustee as aforesaid

REGISTERED OFFICE  
Kenosha County, Wis. J.S.B.  
RECORDED AT 2:45 P.M.  
ON JUN 5 1967  
IN  
VOLUME 753 PAGE 356-56  
400

STATE OF WISCONSIN )  
RACINE COUNTY ) ss.

Personally came before me, this 26th day of April, A.D., 1967, the above named Edw. P. Haas, trustee as aforesaid, to me the person who executed the foregoing instrument and acknowledged the same.

This instrument drafted by  
Charles P. Zinnen.

Charles P. Zinnen  
Charles P. Zinnen, Notary  
Racine County, Wisconsin  
My commission is permanent

DOCUMENT NO.

INSTRUMENT

STATE BAR OF WISCONSIN FORM 1-1982  
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

746143

FEE \$5400.00

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REGISTER'S OFFICE ) S.S.  
Kenosha County, Wis. )  
RECORDED AT 9:55 A MThis Deed, made between  
KENOSHA HARBOR INN ENTERPRISES, a Wisconsin  
General Partnershipand  
PARK SIDE HOTEL COMPANY,  
a general partnershipWitnesseth, That the said Grantor, for a valuable consideration of  
one dollar and other good and valuable consideration  
conveys to Grantee the following described real estate in Kenosha  
County, State of Wisconsin:ON JAN 2, 1986 IN  
RECORDS VOL 1209 P 19-23Kanna Dist. in  
1400 REGISTER OF DEEDSRETURN TO  
HUMPHREY, DUNAP & WELLS  
2200 FIRST TENNESSEE BUILDING  
MEMPHIS, TN 38103-279512-4-0223-31-177-010  
Tax Parcel No:

SEE ATTACHED FOR LEGAL DESCRIPTION.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

This is not  
(is) (is not) homestead property.Together with all and singular the hereditaments and appurtenances thereunto belonging;  
And, KENOSHA HARBOR INN ENTERPRISES, a Wisconsin General Partnership  
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except the 1985  
Real Estate Taxes which are not yet due and payable but which Grantee  
agrees to assume and pay in full.

and will warrant and defend the same.

Dated this 31st day of July, 1985.

KENOSHA HARBOR INN ENTERPRISES

By William S. Donnell, Partner (SEAL)

By Floyd H. Guttormsen, Partner (SEAL)

By Chester A. Sattler, Partner (SEAL)

By Louis J. Gatti, Partner (SEAL)

By Chester A. Sattler, Partner (SEAL)

See attached sheets for additional signatures

## AUTHENTICATION

## ACKNOWLEDGMENT

STATE OF WISCONSIN

Kenosha County, ss.

Personally came before me this 31st day of July, 1985, the above named  
WILLIAM S. DONNELL, LOUIS J. GATTI,  
FLOYD H. GUTTORMSEN AND CHESTER A.  
SATTLER, Partners of KENOSHA HARBOR  
INN ENTERPRISES, a Wisc. Gen. Partner-  
to me known to be the person who executed the ship  
foregoing instrument and acknowledge the same.Notary Public Kenosha County, Wis.  
My Commission is permanent. (If not, state expiration  
date: )

SEE ATTACHED SHEETS FOR ADDITIONAL ACKNOWLEDGMENTS 19

\*Names of persons signing in any capacity should be typed or printed below their signatures.

WARRANTY DEED

STATE BAR OF WISCONSIN  
FORM No. 1-1982Wisconsin Legal Blank Co. Inc.  
Milwaukee, Wis.



TRACT I:

PARCEL 1: Part of the Fractional Northeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as follows: Beginning at a point on the west line of Block 86 of the "Original Town of Southport", a subdivision of record, which point is 225.42 feet northerly of the intersection of the extension southerly of the west line of said block with the south line of said quarter section; thence N 9°00'00" W along and upon the westerly line of said block, 154.14 feet to a point that is 33.00 feet north of the south line of lot 2 of said block; thence N 81°00'00" E along and upon a line that is parallel to the south line of Lot 2, 66.00 feet to a point in the east line of said lot; thence N 9°00'00" W along and upon said east line 99.00 feet to a point in the south line of 51st Place (so-called); thence S 8°00'00" W along and upon said south line, 66.00 feet to a point in the west line of the aforesaid Block 86; thence N 9°00'00" W along and upon the extension of the west line of said Block 86, 33.00 feet to the center line of 51st Place (so-called); thence N 81°00'00" E and along and upon said center line, 320.19 feet; thence S 22°02'37" W 410.51 feet; thence N 67°57'23" W 126.64 feet to the point of beginning. Containing 1.50 acres, more or less. ALSO, the north 99 feet of Lot 2 in said Block 86, section, town and range aforesaid.

PARCEL 2: Lots 3 and 4 in Block 80 in the Northeast Fractional Quarter of Section 31, Town and Range aforesaid, EXCEPTING THEREFROM the south 41 feet from and off the entire south side thereof and a strip of land 10 feet in width from and off the entire north side thereof; in the City of Kenosha, County and State aforesaid.

PARCEL 3: Part of Lot 3 in Block 80 in the Northeast Fractional Quarter of Section 31, Town and Range aforesaid, more particularly described as follows: Begin at the southwest corner of said Lot 3; thence north 41 feet; thence east 66 feet; thence south 41 feet; thence west 66 feet to the point of beginning, together with the north one-half of 51st Place (so-called), now vacated, which adjoins said premises on the south side thereof.

SUBJECT TO: Easements and Restrictions of Record.

By James Carl Petersen<sup>2</sup> (SEAL)  
James Carl Petersen, Partner

STATE OF MONTANA )  
COUNTY OF MISSOULA )

Personally came before me this 26<sup>th</sup> day of July  
A.D. 1985, JAMES CARL PETERSEN, above named, partner of GENOSHA  
HARBOR INN ENTERPRISES, a Wisconsin General Partnership, to me  
known to be the person who executed the foregoing instrument  
and acknowledged the same.

Debbie L. Pickett

Notary Public, State of Montana  
My Commission 5/9/87



By Ronald S. Rizzo, Trustee of the 3. (SEAL.)  
Frank E. Rizzo Living Trust, Partner

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS.

Personally came before me this 25th day of July  
1985, the above named Ronald S. Rizzo, Trustee of the Frank  
E. Rizzo Living Trust, Partner of Kenosha Harbor Inn Enterprises,  
a Wisconsin General Partnership to me known to be the person  
who executed the foregoing instrument and acknowledged the  
same.

Susan L. Clarke  
Notary Public, State of California  
My Commission June 22, 1987



I hereby certify that I have on this 6th day of January, 1946,  
(photographed-microphotographed) the foregoing and above described  
documents in accordance with standards established by S. 889.30 (3) (b)  
and with established procedures: Jan. 6, 1946

BY *Barbara Rayniak* \_\_\_\_\_ (SEAL)  
BARBARA RAYNIAK, Partner

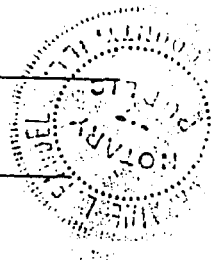
STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF LAKE     )

Personally came before me this 30th day of July  
1985 the above-named BARBARA RAYNIAK. Partner of KENOSHA HARBOR INN  
ENTERPRISES, a Wisconsin General Partnership-----  
-----  
to me known to be the person who executed the foregoing instrument and  
acknowledged the same.

*Lorraine L. Faudel*

Notary Public, State of Illinois

My Commission expires June 17, 1988



5.

By Russell Seymour (SEAL)  
Russell Seymour, Partner

STATE OF CALIFORNIA )  
                          ) SS.  
COUNTY OF SAN DIEGO )

Personally came before me this 27<sup>th</sup> day of July  
1985, the above named RUSSELL SEYMOUR, Partner of KENOSHA HARBOR  
INN ENTERPRISES, a Wisconsin General Partnership, to me known to  
be the person who executed the foregoing instrument and acknowledged  
the same.

Cindy J. Gary  
Notary Public, State of California  
My Commission 11-2-86

RE: WARRANTY DEED

SCHEDULE A

Commitment No.- LT-75174

Effective Date of Commitment - 5/14/2001 at 8:00 a.m.

Inquiries Should be Directed to:

Landmark Title Corporation  
3501 30th Avenue / PO Box 725  
Kenosha, WI 53144  
(262) 658-2066 - FAX 658-0913

1. Policy or Policies to be issued:

Amount

(a) ALTA Owners Policy 10-17-92

\$10,000.00

Proposed Insured:

"Purchaser at Sheriff's Sale"

(b) ALTA Loan Policy 10-17-92

Proposed Insured:

2. The Estate or interest in the land described or referred to in this Commitment and covered herein is a  
Fee Simple

3. Title to said estate or interest in said land is at the effective date hereof of record in:

Park Side Hotel Limited Partnership, a Tennessee Limited Partnership, as to Tract 1, and Park Side Hotel  
Limited Partnership, a Tennessee Limited Partnership, as Lessee, as to Tract II

4. The land referred to in this Commitment is located in the County of Kenosha, State of WI, and described as follows:

\*\*\*\*\*- FOR LEGAL DESCRIPTION -\*\*\*\*\*

\*\*\*\*\*- SEE SCHEDULE A CONTINUED -\*\*\*\*\*

*Commitment*

LANDMARK TITLE CORPORATION

BY: Tashe Bozinovski

Schedule A, Legal Description Continued:

**TRACT I:**

**PARCEL I:** Part of the northeast 1/4 of section 31, township 2 north, range 23 east of the fourth principal meridian, and being more particularly described as follows: Beginning at a point on the west line of Block 86 of the "Original Town of Southport", a subdivision of record, which point is 225.42 feet northerly of the intersection of the extension southerly of the west line of said block with the south line of said 1/4 section; thence north 9 degrees 00 minutes 00 seconds west along and upon the westerly line of said block, 154.14 feet to a point that is 33.0 feet north of the south line of Lot 2 of said block; thence north 81 degrees 00 minutes 00 seconds east along and upon a line that is parallel to the south line of Lot 2, 66.00 feet to a point in the east line of said lot; thence north 9 degrees 00 minutes 00 seconds west along and upon said east line 99.00 feet to a point in the south line of 51st Place (so-called); thence south 81 degrees 00 minutes 00 seconds west along and upon said south line, 66.00 feet to a point in the west line of the aforesaid block 86; thence north 9 degrees 00 minutes 00 seconds west along and upon the extension of the west line of said block 86, 33.00 feet to the center line of 51st Place (so-called); thence north 81 degrees 00 minutes 00 seconds east along and upon said center line 320.19 feet; thence south 22 degrees 02 minutes 37 seconds west 410.51 feet; thence north 67 degrees 57 minutes 23 seconds west 126.64 feet to the point of beginning. ALSO: the north 99 feet of Lot 2 in said block 86, section town and range aforesaid.

**PARCEL II:** Lots 3 and 4 in Block 80 in the northeast 1/4 of section 31, town and range aforesaid, EXCEPTING THEREFROM the south 41 feet from and off the entire south side thereof and a strip of land 10 feet in width from and off the entire north side thereof; in the City of Kenosha, County and State aforesaid.

**PARCEL III:** Part of Lot 3 in Block 80 in the northeast 1/4 of section 31, town and range aforesaid, more particularly described as follows: Begin at the southwest 1/4 corner of said Lot 3; thence north 41 feet; thence east 66 feet; thence south 41 feet; thence west 66 feet to the point of beginning, TOGETHER WITH the north 1/2 of 51st Place (so-called) now vacated, which adjoins said premises on the south side thereof.

**PARCEL IV:** Part of the northeast 1/4 of section 31, township 2 north, range 23 east of the fourth principal meridian, and more particularly described as follows: Part of Lots 1, 2 and 4 in Block 80 of the "Original Town of Southport", a subdivision of record with the Kenosha County Land Registry, and more particularly described as Beginning on the North line of 51st Place, 66.00 feet north 81 degrees 00 minutes 00 seconds east of the east line of 6th Avenue, said point of beginning also being the southwest corner of Lot 4 of said subdivision; thence north 9 degrees 00 minutes 00 seconds west and parallel to said east line of 6th Avenue 41.00 feet; thence north 81 degrees 00 minutes 00 seconds east and parallel to the north line of 51st Place 71.73 feet to a point in the east line of Lot 4 of said Block 80; thence north 58 degrees 43 minutes 30 seconds west along and upon said east line 124.98 feet to a point in the south line of a public alleyway, said point also being the northwest corner of Lot 2 of the aforesaid subdivision; thence north 43 degrees 27 minutes 00 seconds east along and upon the south line of said alleyway and the northerly line of Lot 2, 54.24 feet; thence south 46 degrees 33 minutes 00 seconds east 195.32 feet to a point in the north line of the aforesaid 51st Place, said point being 18.29 feet north 81 degrees 00 minutes 00 seconds east of the southwest corner of lot 1 of the aforesaid subdivision; thence south 81 degrees 00 minutes 00 seconds west along and upon said north line, 138.41 feet to the point of beginning; TOGETHER WITH the north 1/2 of 51st Place (so-called), now vacated, which adjoins said premises on the south thereof.

**TRACT II:**

**PARCEL I:** Lots 1, 3 and the south 33 feet of Lot 2 in Block 86 in the Village of Southport, a subdivision in the northeast 1/4 of section 31, township 2 north, range 23 east of the fourth principal meridian, according to the plat thereof; ALSO, part of Lots 4 and 5 and a portion of alley lying between Lots 5 and 6, in Block 86 of the Plat of the Village of Southport and being part of the northeast 1/4 of



section 31, township 2 north, range 23 east of the fourth principal meridian, and more particularly described as follows: Commencing at a point in the east line of 5th Court which runs in a northeasterly and southwesterly direction through said Block 86, said point being 247.10 feet northerly measured along the west line of Lots 6,7,8 and 9 of said Block 86 from the point of intersection of the east line of 6th Avenue and the Easterly line of Fifth Court;  
(CONTINUED)

**LEGAL DESCRIPTION CONTINUED:**

thence south 88 degrees 48 minutes east to the center of Pike Creek; thence northerly along and upon the

center line of said Creek to a point where the said center line of the Creek intersects the north line of Lot 4 in Block 86 extended East to the center line of said Creek; thence west along and upon the north line of said Lot 4 of Block 86 extended to the northwest corner of said Lot 4 of Block 86 and the east line of Fifth Court; thence southerly along and upon the east line of said Fifth Court 134.55 feet and to the point of beginning; ALSO part of Block 86 in the northeast 1/4 of section 31, township 2 north, range 23 east of the fourth principal meridian, described as follows, to-wit: Commencing at a point on the west line of said Block which point is 125.42 feet northerly of the intersection of the extension southerly of the west line of said block with south line of said 1/4 section; thence north 9 degrees west along and upon the westerly line of said block, 73.93 feet; thence north 26 degrees 2 minutes east along and upon the southeasterly line of Fifth Court 247.1 feet; thence south 88 degrees 48 minutes east and to the center line of Kenosha Harbor; thence southerly along and upon the center line of Kenosha Harbor to a point which is north 88 degrees 45 minutes 30 seconds east from the point of beginning; thence south 88 degrees 45 minutes 30 seconds west and parallel with the south line of said 1/4 section to the point of beginning; ALSO that part of Fifth Court (platted as South Water Street), which lies between the west line and the north line of Block 86, Village of Southport.

**PARCEL II:** Part of Lots 1 and 4 in Block 80 of the City of Kenosha on the northeast 1/4 of section 31, township 2 north, range 23 east of the fourth principal meridian, and particularly described as commencing at the southeast corner of Lot 1 of said Block 80; thence west on the south line of Lots 1 and 4 aforesaid to the point which is 30 feet west of the southeast corner of Lot 4 of said Block; thence north to the north line of Lot 1 and at the point thereof which is 30 feet east of the northwest corner of said Lot 1; thence east to the east line of Lot 1 aforesaid; thence south on the east line of said Lot 1 to the place of beginning, TOGETHER WITH all accretions thereto and riparian rights connected therewith and dockage thereon or belonging thereto; said premises; ALSO Lot 2 in Block 80 of part of the northeast 1/4 of section 31, township 2 north, range 23 east of the fourth principal meridian, ALSO part of the northeast 1/4 of section 31, township 2 north, range 23 east of the fourth principal meridian, more particularly described as follows: Beginning on the south line of said Lot 4 in Block 80 at a point which is 30 feet west from the southeast corner of said Lot 4 and running thence west along and upon the south line of Lots 4 and 3 to a point which is 66 feet east from the southwest corner of Lot 3; thence running northerly parallel with the west line of said Lot 3, 41 feet; thence running easterly parallel with the south line of Lots 3 and 4 to the westerly line

of said Lot 1; thence running northwesterly along and upon the westerly line of said Lot 1 to the northwest corner of said Lot; thence running northeasterly on the north line of Lot 1, 30 feet; thence running southerly to the point of beginning.

**PARCEL III:** That part of Lots 5, 6, 7 and 8 in Block 74, lying east of a line drawn parallel with Milwaukee Avenue, now Seventh Avenue, and 276.8 feet east of the east line of said Seventh Avenue, and lying and being in the northeast 1/4 of section 31, town 2 north, range 23 east of the fourth principal meridian, meaning and intending hereby to described all that part of said Block 74 lying north of the south line of said Lot 8 and south of the north line of said Block and east of the aforesaid line land west of the center line of Pike Creek or Pike River (so-called); TOGETHER WITH all accretions thereto and all riparian rights thereunto belonging and in anywise appertaining; ALSO all that certain part of a public alley designated as Alley 6 in Block 74 in the Original Town of Southport, a subdivision of record with the Kenosha County Land Registry; lying northeasterly of a point that is 236.66 feet northeasterly from the east right of way line of 6th Avenue (formerly called Main Street) and as measured upon the center line

of said alley, all lying in the northeast 1/4 of section 31, township 2 north, range 23 east of the fourth principal meridian.

ALSO, Lot 9 in Block 74 EXCEPT the west 100 feet thereof, to be taken off by a line parallel with the west or front line of said Lot, and Lot 10 in Block 74 EXCEPT the west 100 feet thereof to be taken off by a line parallel with the west line or front line of said lot, on the northeast 1/4 of section 31, township 2 north, range 23 east of the fourth principal meridian. ALSO all that certain alley designated as Alley No. 5, lying adjacent to Blocks 74 and 80 in the original Town of Southport, a subdivision of record with the Kenosha County Land Registry; said alley EXCEPT the entire southwesterly 100 feet thereof, said 100 feet being measured northeasterly from the east line of 6th Avenue (formerly called Main Street) and along the center line of said alley all lying in the northeast 1/4 of section 31, township 2 north, range 23 east of the fourth principal meridian. (CONTINUED)

LEGAL DESCRIPTION CONTINUED:

EXCEPTING THEREFROM the following described property, to-wit: Part of the northeast 1/4 of section 31, township 2 north, range 23 east of the fourth principal meridian, and more particularly described as follows: Beginning at a point on the west line of Block 86 of the Original Town of Southport, a subdivision of record, which point is 225.42 feet northerly of the intersection of the extension southerly of the west line of said block with the south line of said 1/4 section; thence north 9 degrees 00 minutes 00 seconds west along the westerly line of said block, 154.41 feet to a point that is 33.00 feet north of the south line of Lot 2 of said Block; thence north 81 degrees 00 minutes 00 seconds east along and upon a line that is parallel to the south line of Lot 2, 66.00 feet to a point in the east line of said block; thence north 9 degrees 00 minutes 00 seconds west along and upon said east line 99.00 feet to a point in the south line of 51st Place (so-called); thence south 81 degrees 00 minutes 00 seconds west along and upon said south line 66.00 feet to a point in the west line of the aforesaid Block 86; thence north 9 degrees 00 minutes 00 seconds west along and upon the extension of the west line of said Block 86, 33.00 feet to the center line of 51st Place (so-called); thence north 81 degrees 00 minutes 00 seconds east, along and upon said center line, 320.19 feet; thence south 22 degrees 02 minutes 37 seconds west 410.51 feet; thence north 67 degrees 57 minutes 23 seconds west 126.64 feet to the point of beginning.

EXCEPTING THEREFROM Part of the northeast 1/4 of section 31, township 2 north, range 23 east of the fourth principal meridian, and more particularly described as follows: Part of Lots 1, 2 and 4 in Block 80 of the "Original Town of Southport", a subdivision of record with the Kenosha County Land Registry, and more particularly described as: Beginning on the north line of 51st Place, 66.00 feet north 81 degrees 00 minutes 00 seconds east of the east line of 6th Avenue, said point of beginning; also being the southwest corner of Lot 4 of said subdivision; thence north 9 degrees 00 minutes 00 seconds west and parallel to said east line of 6th Avenue 41.00 feet; thence north 81 degrees 00 minutes 00 seconds east and parallel to the north line of 51st Place 71.73 feet to a point in the east line of Lot 4 of said Block 80; thence north 58 degrees 43 minutes 30 seconds west along and upon the east line 124.98 feet to a point in the south line of a public alleyway, said point also being the northwest corner of Lot 2 of aforesaid subdivision; thence north 43 degrees 27 minutes 00 seconds east along and upon the south line at said alleyway and the northerly line of Lot 2, 54.24 feet; thence south 46 degrees 33 minutes 00 seconds east 195.32 feet to a point in the north line of the aforesaid 51st Place, said point being 18.29 feet north 81 degrees 00 minutes 00 seconds east of the southwest corner of Lot 1 of the aforesaid subdivision; thence south 81 degrees 00 minutes 00 seconds west along and upon said north line, 138.41 feet to the point of beginning; TOGETHER WITH the north 1/2 of 51st Place (so-called), now vacated, which adjoins said premises on the south side thereof.

Said lands being in the City of Kenosha, County of Kenosha, State of Wisconsin.

NOTE FOR REFERENCE ONLY: Address: 5125 6th Avenue; Tax Key No.: 12-4-223-31-177-015

I. The following are the requirements to be complied with:

- a) Payment to or for the account of the grantors or mortgagor of the full consideration for the estate or interest or mortgage to be insured.
- b) Payment to the Company of the premiums, fees and charges for the policy.
- c) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. A Deed from the Sheriff of Kenosha County, conveying fee simple title to Purchaser at Sheriff's Sale, following proper proceedings of the foreclosure of Mortgage from Park Side Hotel Limited Partnership to M&I Marshall & Ilsley Bank dated July 15, 1999 and recorded in the Kenosha County Register of Deeds office on July 19, 1999 as Document No. 1152331, securing \$2,670,379.00.

d) Necessary parties to the foreclosure action include:

1. Vestees: Park Side Hotel Limited Partnership, a Tennessee Limited Partnership
2. Advantage Bank, F.S.B. by virtue of Mortgage from Park Side Hotel Limited Partnership to Advantage Bank, F.S.B., dated February \_\_, 1996 and recorded in the Kenosha County Register of Deeds office on February 29, 1996 as Document No. 1016036, securing \$850,000.00, and re-recorded on February 4, 1997 as Document No. 1048399.
3. City of Kenosha, Wisconsin by virtue of Mortgage from Park Side Hotel Limited Partnership, a Tennessee Limited Partnership to Redevelopment Authority of the City of Kenosha, Wisconsin (and assigned therein to First Bank, N.A., Milwaukee, Wisconsin, as trustee under an Indenture of Trust) dated December 1, 1985 and recorded in the Kenosha County Register of Deeds office on January 2, 1986 in Volume 1209 of Records, page 33, as Document No. 746752, securing \$3,600,000.00; and transferred by Assignment of Mortgage from First Bank, N.A., as Trustee for the City of Kenosha, Wisconsin, to Advantage Bank, S.S.B. dated February 26, 1992 and recorded in said Register's office February 28, 1992 in Volume 1491 of Records, page 211, Document no. 887592.
4. Advantage Bank, F.S.B. by virtue of Mortgage from Park Side Hotel Limited Partnership, a Tennessee Limited Partnership to Advantage Bank, F.S.B. dated December 1, 1985 and recorded in the Kenosha County Register of Deeds office on January 2, 1986 in Volume 1209 of Records, page 57, as Document No. 746753, securing \$3,600,000.00.

-CONTINUED-

Schedule B-I, Item d) Continued:

5. Advantage Bank, F.S.B. by virtue of Mortgage from Park Side Hotel Limited Partnership, a Tennessee Limited Partnership to Advantage Bank, F.S.B. dated December 1, 1985 and recorded in the Kenosha County Register of Deeds office on January 2, 1986 in Volume 1209 of Records, page 80, as Document No. 746754, securing \$548,171.75.
  6. Advantage Bank, fsb by virtue of Mortgage from Park Side Hotel Limited Partnership to Advantage Bank, fsb dated April 30, 1996 and recorded in the Kenosha County Register of Deeds office on May 1, 1996 as Document No. 1022503, securing \$86,000.00.
  7. Advantage Bank, F.S.B. by virtue of Financing Statement filed in the Kenosha County Register of Deeds office on February 29, 1996 as Document No. 1016038 wherein: the Debtor is listed as Park Side Hotel Limited Partnership and the Secured Party is Advantage Bank, F.S.B.
  8. M&I Marshall & Ilsley Bank by virtue of Assignment of Leases, Rents, and Profits, from Park Side Hotel Limited Partnership, to M&I Marshall & Ilsley Bank, dated July 15, 1999 and recorded in said Register's office July 19, 1999 as Document no. 1152332.
  9. M&I Marshall & Ilsley Bank by virtue of Collateral Assignment of Contracts and Development Rights from Park Side Hotel Limited Partnership to M&I Marshall & Ilsley Bank, dated July 15, 1999 and recorded in said Register's office July 19, 1999 as Document no. 1152333.
  10. M&I Marshall & Ilsley Bank by virtue of UCC-3 Financing Statement recorded in said Register's office July 19, 1999 as Document no. 1152334, wherein Park Side Hotel Limited Partnership, is shown as Debtor, and the Secured Party is M&I Marshall & Ilsley Bank.
  11. M&I Marshall & Ilsley Bank by virtue of UCC-3 Financing Statement recorded in said Register's office July 16, 1999 as Document no. 1152335, wherein Park Side Hotel Limited Partnership is shown as Debtor, and the Secured Party is M&I Marshall & Ilsley Bank.
  12. Any party in possession claiming an adverse interest, and any party acquiring any right, title or interest after the effective date hereof and prior to filing of Notice of Lis Pendens.
- e) Satisfactory disposition of all adverse matters disclosed by a search of the records in the name of the Purchaser.
- f) Payment of additional premium upon establishment of sale price.
- g) Payment of taxes and assessments due for the year 2000 in the principal amount, exclusive of interest or penalties, of \$96,865.66.
- h) Taxes general or special and assessments for the year 2001 not due or payable.  
(NOTE: 2000 net general tax was \$94,399.08; Lottery Credit: \$12,066.57; Specials: \$-0-; there are no bonded special assessments)

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

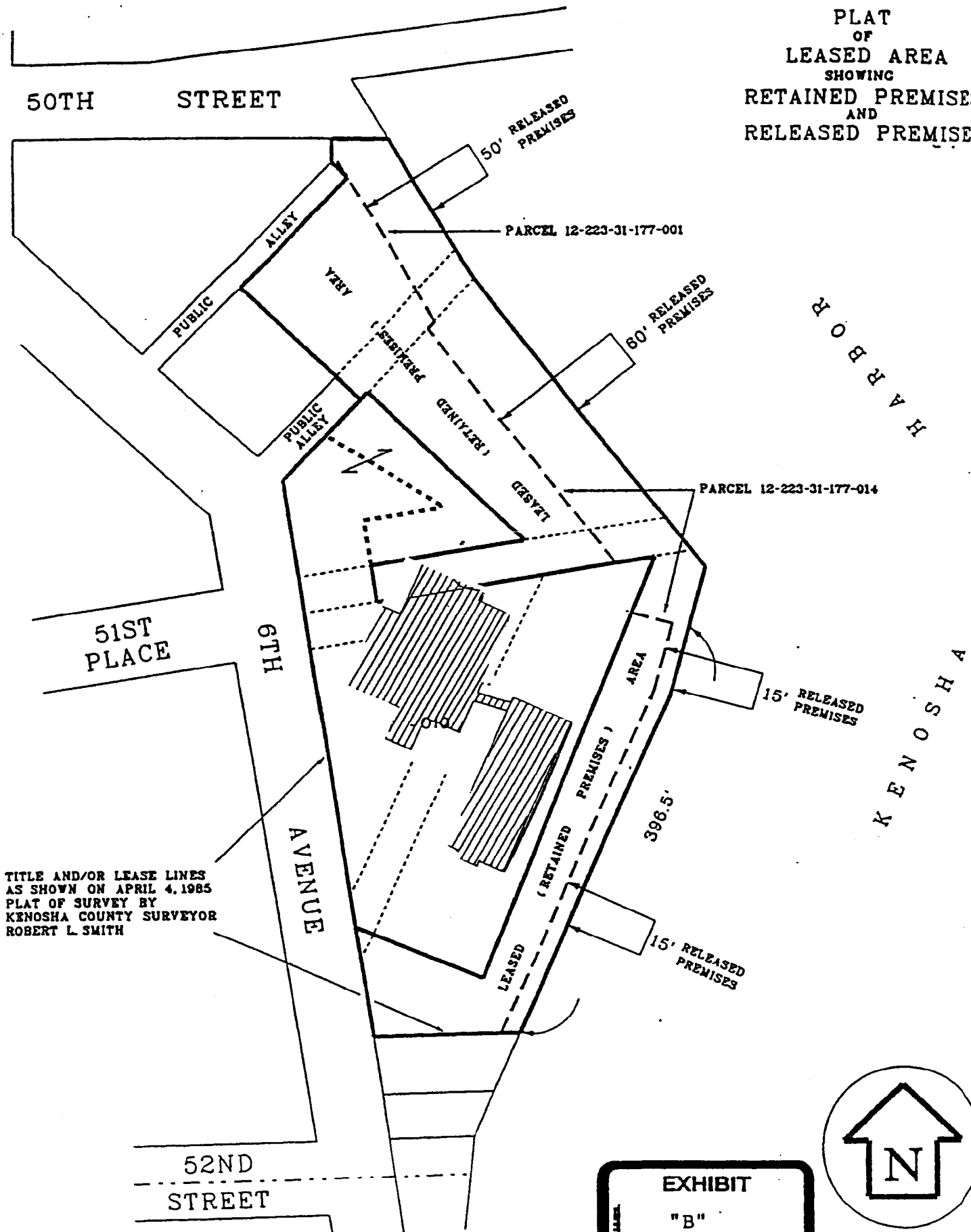
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or mortgage thereon covered by this Commitment.
2. Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.
3. Liens or deferred charges not shown on the tax roll for installations and connections of water and sewer laterals, mains and service pipes.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by Law and not shown by the public records.
5. Rights or claims of parties in possession not shown by the public records.
6. Encroachments overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
7. General taxes for the year 2001 and subsequent years not yet due or payable.
8. Roads, ways, streams or easements, if any, not shown by the public records, riparian rights and the title to any filled-in lands.
9. Public or private rights, if any, in such portions of the insured premises as may be used, laid out, taken or dedicated in any manner whatsoever for highway or road purposes.
10. Rights of the public in any portions of the subject premises lying below the ordinary highwater mark of Lake Michigan.
11. Reservation for Easement for the purpose of construction, maintaining and repairing water mains on premises described in Resolution No. 72 dated June 15, 1970 and recorded in the Kenosha County Register of Deeds office on June 23, 1970 in Volume 825 of Records, Page 306, as Document No. 523192.
12. Reservation for Easement for the purpose of construction, maintaining and repairing water mains on premises described in Resolution No. dated June 14, 1970 and recorded in the Kenosha County Register of Deeds office on June 23, 1970 in Volume 825 of Records, page 303, as Document No. 523191.
13. Easements, if any, of the public or any school district, utility, municipality or person, for the continued use and right of entrances, maintenance, construction and repair of underground or overground structures, improvements or service in that portion of the insured premises which were formerly a part of 51st Place now vacated.

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Schedule B-II Continued:

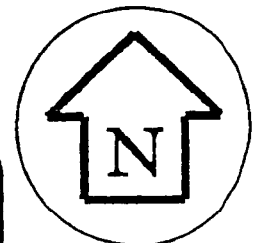
14. Duties and conditions contained in Redevelopment plat of Holiday Inn Redevelopment Project Area by the Redevelopment Authority of the City of Kenosha dated December 26, 1985 and recorded in the Kenosha County Register of Deeds office on December 27, 1985 in Volume 1208 of Record, Page 618, as Document No. 746599.
15. Terms and conditions contained in Lease by and between Board of Harbor Commissioners of Kenosha, Wisconsin with the approval of the Common Council of the City of Kenosha, Wisconsin, as lessor, and Downtown Motor-Marina Inn, Inc. as Lessee, dated July 18, 1967 and recorded in the Kenosha County Register of Deeds office on July 31, 1967 in Volume 757 of Records, Page 193, as Document No. 496488 (and Assignments thereof, and Amendments thereto recorded September 16, 1996 as Document no. 1035677; and Option to Extend Lease recorded in said Register's office September 16, 1996 as Document no. 1035678). NOTE: The lessee's interest in said lease was assigned by Downtown Motor-Marine, Inc. to Kenosha Harbor Inn Enterprises, a Wisconsin Partnership by an Assignment dated October 21, 1970 and recorded in the Kenosha County Register of Deeds office on November 4, 1970 in Volume 834 of Records, Page 406, as Document No. 526983; the lessee's interest in said lease was further assigned by Kenosha Harbor Inn Enterprises, a Wisconsin General Partnership, to Park Side Hotel Company by Assignment dated July 31, 1985 and recorded in the Kenosha County Register of Deeds office on January 2, 1986 in Volume 1209 of Records, Page 24, as Document No. 746749. Further, the Lessee's interest was assigned by Park Side Hotel Company, a General Partnership to Park Side Hotel Limited Partnership a Tennessee Limited Partnership dated December 17, 1985 and recorded in the Kenosha County Register of Deeds office on January 2, 1986 in Volume 1209 of Records, Page 29, as Document No. 746751.
16. Matters disclosed on Survey made by Glen A. Marescalco dated December 13, 1998.
17. Landlord's Agreement executed by and between the City of Kenosha, Wisconsin, the Board of Harbor Commissioners of Kenosha, Wisconsin, M&I Marshall & Ilsley Bank, and Park Side Hotel Limited Partnership, recorded in said Register's office December 28, 1999 as Document no. 1169472.

PLAT  
OF  
LEASED AREA  
SHOWING  
RETAINED PREMISES  
AND  
RELEASED PREMISES



EXHIBIT

"B"



SCALE 1" = 120'

The parcel ID number for the Holiday Inn Express-Harborside is 12-223-31-177-015.

The UTM coordinates as determined using the WDNR GIS website are 698964, 237495.

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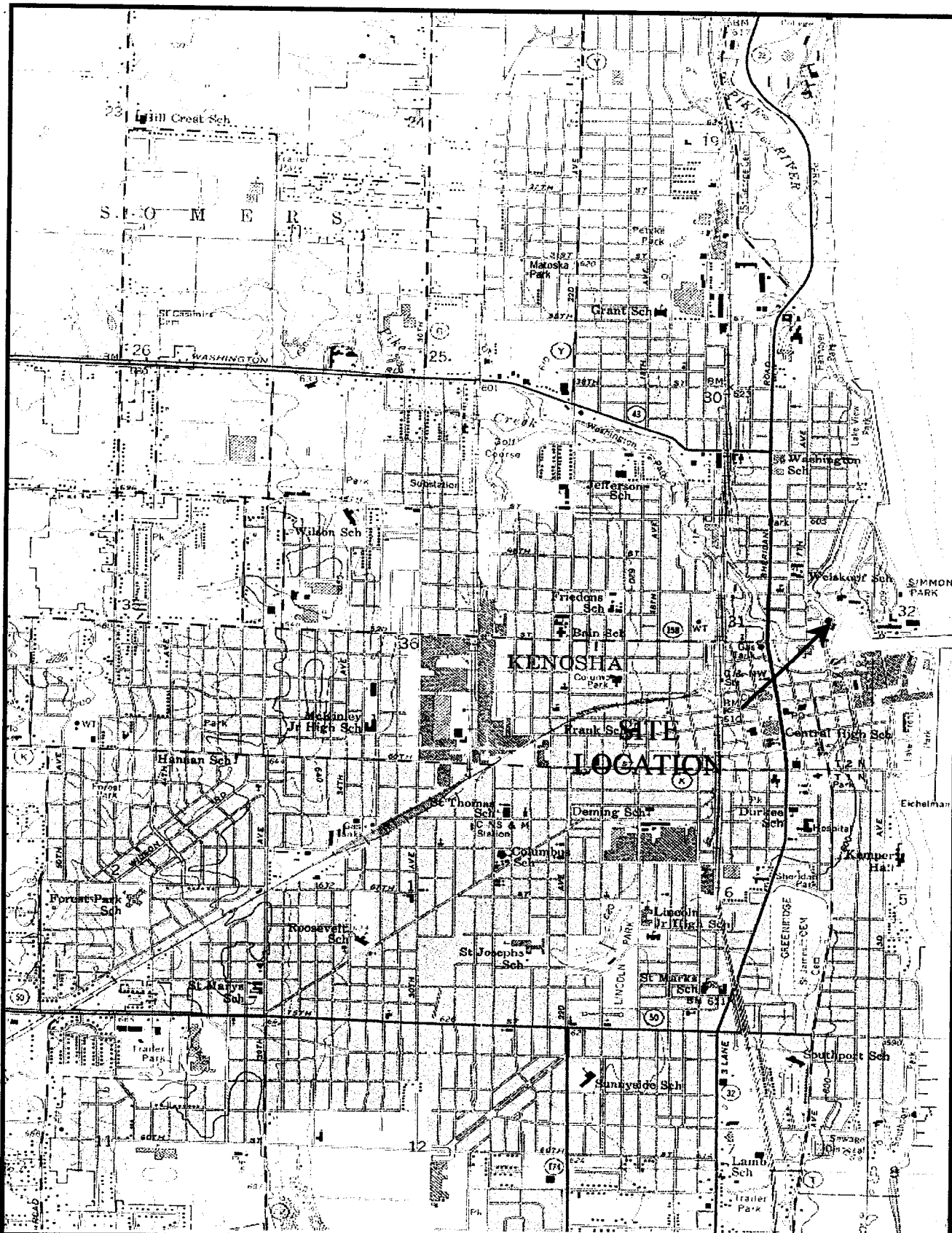
**Environmental and Safety Consultants • Engineers**

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World Wide Web  
[www.chemreport.com](http://www.chemreport.com)  
email: [sales@chemreport.com](mailto:sales@chemreport.com)

Corporate Offices  
4515 Washington Rd.  
Kenosha, Wisconsin 53144  
Phone: (262) 654-7020  
Fax: (262) 654-7025





Site Location Map

Project Number

020503-3

Date Drawn:

6/24/03

Scale:

Not Scaled

Drawn By:

Brian Murphy

Figure

1

1 of 10

# FIGURE 1

## SITE LOCATION MAP

Holiday Inn Express - Harborside  
5125 6th Avenue, Kenosha, Wisconsin



**ChemReport**  
INCORPORATED

4525 Washington Road • Kenosha, WI 53144  
(262) 654-7020 www.chemreport.com

Kenosha • Milwaukee

TABLE 1  
Soil Sample Analytical Results Summary  
Holiday Inn Express - Harborside, Kenosha, WI  
ChemReport April 9, 2003 & May 28, 2003

Sample I.D. Sampling Date	GP-1 (6'-9') 4/9/03	GP-2 (7'-8') 4/9/03	GP-3 (5'-6') 4/9/03	GP-4 (4'-6') 4/9/03	GP-5 (4'-5') 4/9/03	GP-6 (11'-13') 4/9/03	GP-7 (2'-2.5') 5/28/03	GP-8 (10'-11') 5/28/03	GP-9 (2'-3') 5/28/03	GP-9 (2.5'-3') 5/28/03	GP-9 (10'-11') 5/28/03	GP-10 (3'-3.5') 5/28/03	GP-11 (3.5'-4') 5/28/03	Groundwater	Soil Standards HR 720 RCLs Non-Industrial	Industrial
Parameter VOCs (ug/kg)														ug/kg	ug/kg	ug/kg
Benzene	<25.0	<25.0	<25.0	57.9 A	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	5.5	NS	NS
n-Butylbenzene	119	38.1	<25.0	118	65.6	42.3	NA	NA	NA	NA	NA	NA	NA	NS	NS	NS
sec-Butylbenzene	113	<25.0	<25.0	147	<25.0	49.7	NA	NA	NA	NA	NA	NA	NA	NS	NS	NS
tert-Butylbenzene	37.6	<25.0	<25.0	<25.0	<25.0	<25.0	NA	NA	NA	NA	NA	NA	NA	NS	NS	NS
Ethylbenzene	<25.0	<25.0	<25.0	188	<25.0	<25.0	NA	NA	NA	NA	NA	NA	NA	NS	NS	NS
Isopropylbenzene	36.8	<25.0	<25.0	168	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	28.3	30.2	2,900	NS	NS
p-Isopropyltoluene	102	<25.0	<25.0	84.4	<25.0	42.7	NA	NA	NA	NA	NA	NA	NA	NS	NS	NS
Naphthalene	70.7	<25.0	<25.0	342	173	28.1	NA	NA	NA	NA	NA	NA	NA	NS	NS	NS
n-Propylbenzene	<25.0	<25.0	<25.0	162	<25.0	<25.0	NA	NA	NA	NA	NA	NA	NA	400	20,000	110,000
Toluene	<25.0	<25.0	<25.0	407	<25.0	<25.0	<25.0	<25.0	38.5	<25.0	<25.0	NA	NA	NS	NS	NS
1,2,4-Trimethylbenzene	112	<25.0	<25.0	360	<25.0	41.7	26.6	<25.0	49.7	<25.0	<25.0	42.8	44.9	1500	NS	NS
2,3,5-Trimethylbenzene	47.0	<25.0	<25.0	146	<25.0	27.0	<25.0	<25.0	<25.0	<25.0	<25.0	25.2	33.9	NS	NS	NS
Xylenes	<25.0	<25.0	<25.0	999	<25.0	<25.0	<25.0	<25.0	27.8	96.7	44.8	81.3	91.4	4,100	NS	NS
PAHs (ug/kg)														ug/kg	ug/kg	ug/kg
Benzo (a) anthracene	<62.2	<58.1	<57.3	<57.8	228 ●	<55.1	<54.7	<54.3	<59.4	<54.7	<53.8	<55.1	<55.6	17,000	88	3,900
Benzo (a) pyrene	11.4 ●	8.74	58.5 ●	19.2 ●	267 ●	<5.51	<5.47	<5.43	<5.94	<5.47	<5.38	59.3 ●	<5.56	48,000	8.8	390
Benzo (b) fluoranthene	<62.2	<58.1	<57.3	<57.8	220 ●	<55.1	<54.7	<54.3	<59.4	<54.7	<53.8	<55.1	<55.6	360,000	88	3,900
Benzo (ghi) perylene	<124	<116	<115	<116	165	<110	<109	<109	<119	<109	<108	<110	<111	6,800,000	1,800	39,000
Benzo (k) fluoranthene	<124	<116	<115	<116	135	<110	<109	<109	<119	<109	<108	<110	<111	870,000	880	39,000
Chrysene	<124	<116	<115	<116	227	<110	<109	<109	<119	<109	<108	<110	<111	37,000	8,800	390,000
Dibenz (a,h) anthracene	<6.22	<5.61	<5.73	<5.78	24.1 ●	<5.51	<5.47	<5.43	<5.94	<5.47	<5.38	<5.51	<5.56	38,000	8.8	390
Fluoranthene	<124	<116	183	<116	642	<110	<109	<109	<119	<109	<108	<109	<111	500,000	600,000	40,000,000
Indeno (1,2,3-cd) pyrene	<62.2	<58.1	<57.3	<57.8	197 ●	<55.1	<54.7	<54.3	<59.4	<54.7	<53.8	<55.1	<55.6	680,000	88	3,900
Phenanthrene	<124	<116	144	<116	346	<110	<109	<109	<119	<109	<108	<110	<111	1,800	18,000	390,000
Pyrene	<124	<116	<115	<116	734	<110	<109	<109	<119	<109	<108	<110	<111	8,700,000	500,000	30,000,000
RCRA Metals (mg/kg)														mg/kg	mg/kg	mg/kg
Mercury	<0.0497	<0.465	0.0971	<0.0463	<0.0461	<0.0441	NA	NA	NA	NA	NA	NA	NA	NS	NS	NS
Arsenic	<3.11	3.53 ■	3.38 ■	3.40 ■	5.41 ■	<2.76	<2.74	<2.71	3.48 ■	<2.76	<2.76	<2.76	<2.76	NS	0.039	1.6
Barium	<31.1	42.2	50.1	31.7	31.7	<27.6	NA	NA	NA	NA	NA	NA	NA	NS	NS	NS
Chromium	6.81	13.3	8.20	9.41	9.41	5.37	NA	NA	NA	NA	NA	NA	NA	NS	16,000 (1)	NS
Lead	3.49	14.9	94.9 ●	7.63	23.9	4.92	20.9	8.67	229 ●	39.3	2.14	6.33	5.74	NS	50	500

## Notes:

Table includes detected analytes only.

Soil sample ID indicates depth of sample, e.g. sample GP-1 (6'-9') was collected from soil boring location GP-1 from the depth interval between 6 and 9 feet below land surface.

■ Indicates concentration exceeds industrial direct contact RCL.

● Indicates concentration exceeds non-industrial direct contact RCL.

▲ Indicates concentration exceeds groundwater protection RCL.

(1) The industrial and non-industrial RCLs for hexavalent chrome are 14 mg/kg and 200 mg/kg, respectively. Chromium occurs primarily in the trivalent state, and detected chromium is assumed to be trivalent.

Bold typed results indicate that the analyte was present at a concentration equal to or greater than the laboratory detection limit.

RCL = Residual Contaminant Level, protective of groundwater.

VOCs = Volatile Organic Compounds

PAHs = Polynuclear Aromatic Hydrocarbons

RCRA = Resource Conservation and Recovery Act

NS = No Standard

NA = Not Analyzed

# SOIL ARSENIC DISTRIBUTION

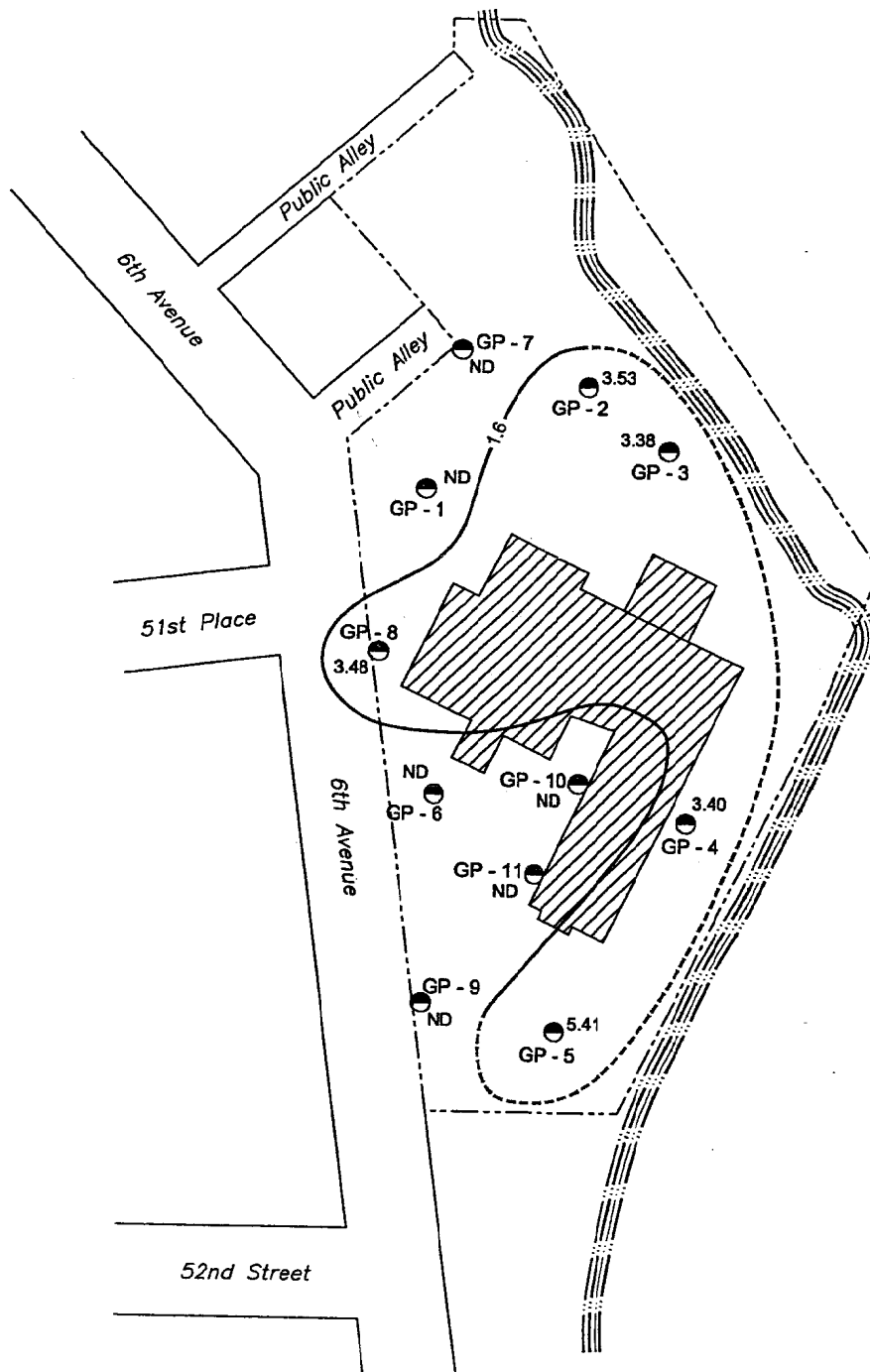
## HOLIDAY INN EXPRESS - HARBORSIDE

6th AVENUE  
KENOSHA, WISCONSIN

Approved By: **S. CRANLEY**  
Date Approved: **6/27/2003**  
Date Drawn: **6/26/2003**  
Drawn by: **B. MURPHY**

Fig: **7**  
7 of

K  
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A  
R  
B  
O  
R



### LEGEND

- - SOIL BORING LOCATIONS (SPRING 2003)
- 41 - ARSENIC SOIL CONCENTRATION ug/kg
- D - NOT DETECTED
- - - ARSENIC ISOCONCENTRATION CONTOUR

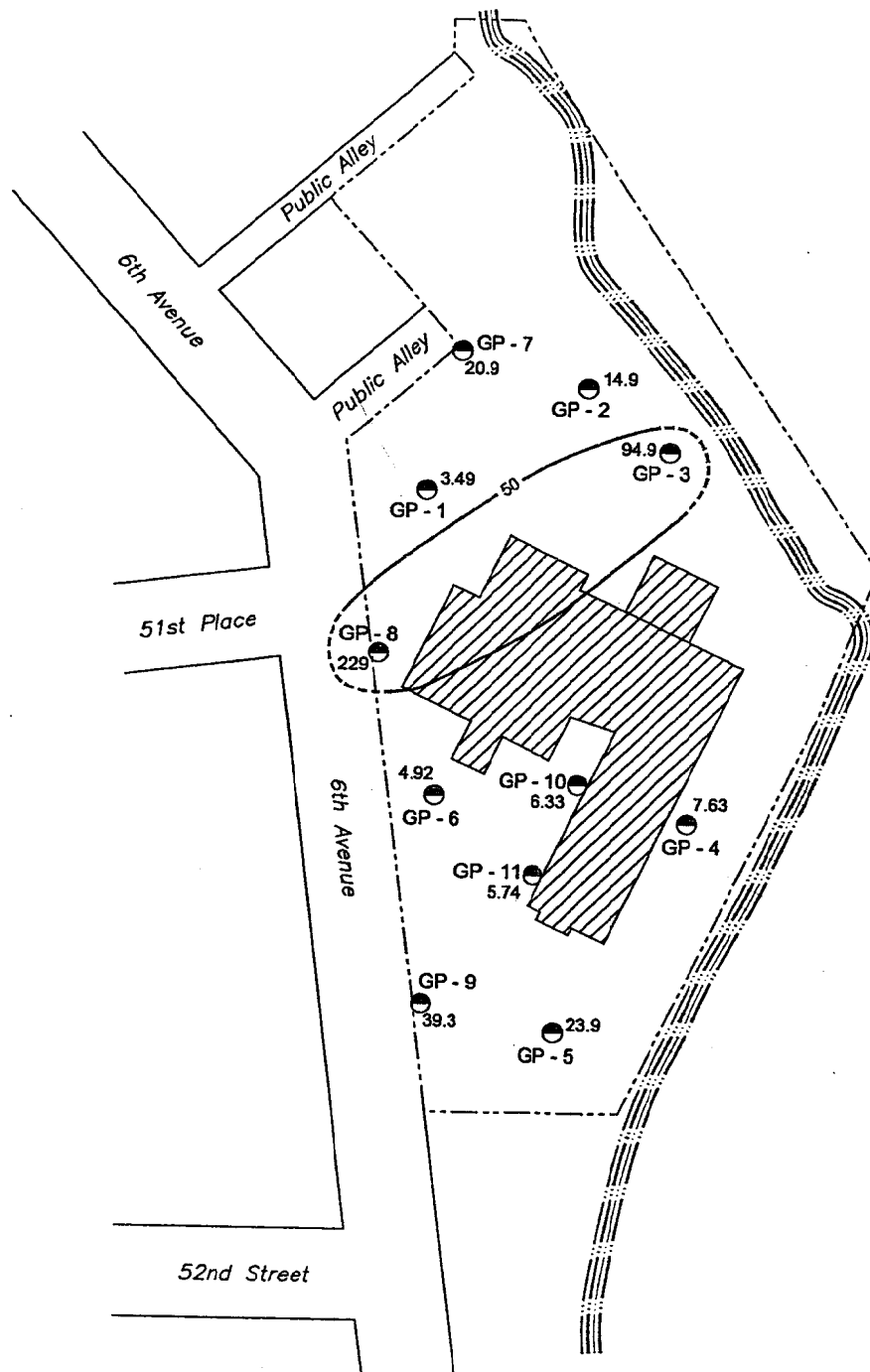
**SOIL ARSENIC DISTRIBUTION**  
(APPROXIMATE)

# SOIL LEAD DISTRIBUTION

## HOLIDAY INN EXPRESS - HARBORSIDE

6th AVENUE  
KENOSHA, WISCONSIN

Approved By: <b>S. CRANLEY</b>	Figure <b>8</b>
Date Approved: <b>6/27/2003</b>	<b>8</b> of <b>11</b>
Date Drawn: <b>6/26/2003</b>	
Drawn by: <b>B. MURPHY</b>	



K E N O S H A H A R B O R

### LEGEND

- SOIL BORING LOCATIONS (SPRING 2003)
- LEAD CONCENTRATION IN ug/kg
- NOT DETECTED
- LEAD ISOCONCENTRATION CONTOUR

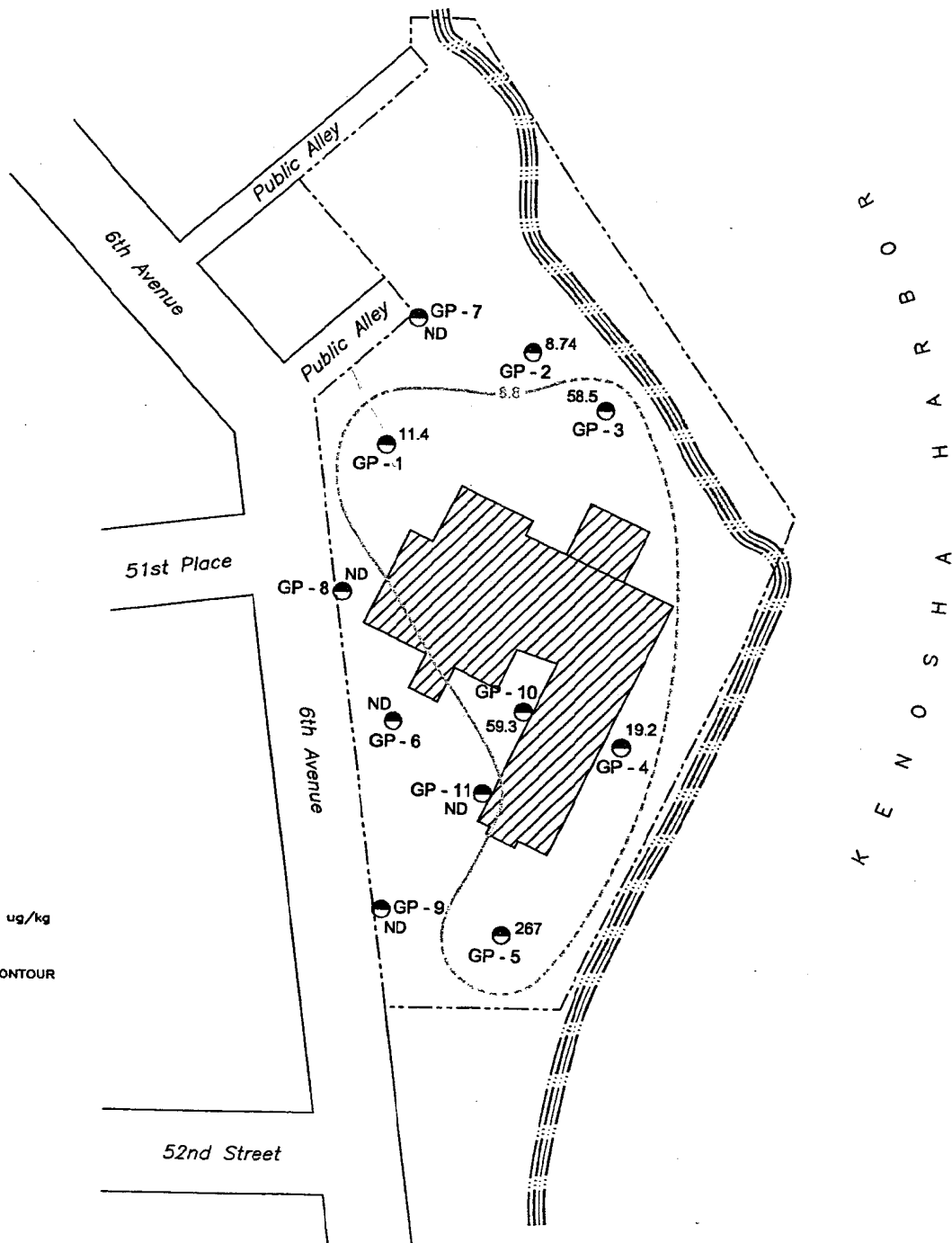
**D DISTRIBUTION**  
**PROXIMATE)**

# SOIL BENZO (a) PYRENE DISTRIBUTION

## HOLIDAY INN EXPRESS - HARBORSIDE

6th AVENUE  
KENOSHA, WISCONSIN

Approved By: <b>S. CRANLEY</b>	Figure <b>6</b>
Date Approved: <b>6/27/2003</b>	<b>6</b> of <b>10</b>
Date Drawn: <b>6/28/2003</b>	
Drawn by: <b>B. MURPHY</b>	



K E N O S H A H A R B O R

END

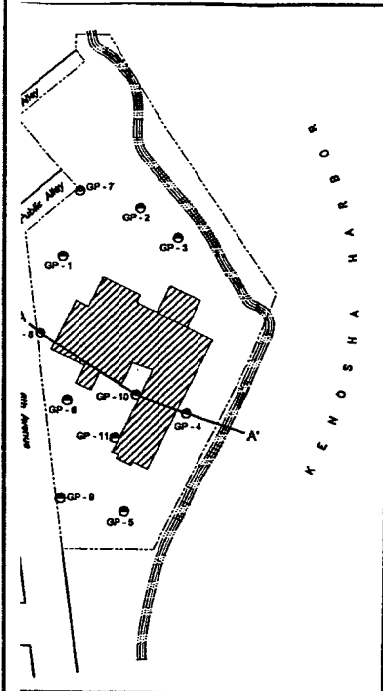
- SOIL BORING LOCATIONS (SPRING 2003)
- BENZO (a) PYRENE SOIL CONCENTRATION ug/kg
- NOT DETECTED
- BENZO (a) PYRENE ISOCONCENTRATION CONTOUR

**SO (a) PYRENE DISTRIBUTION**  
**(OXIMATE)**

# GEOLOGICAL CROSS-SECTION A-A'

HOLIDAY INN EXPRESS - HARBORSIDE  
6th AVENUE

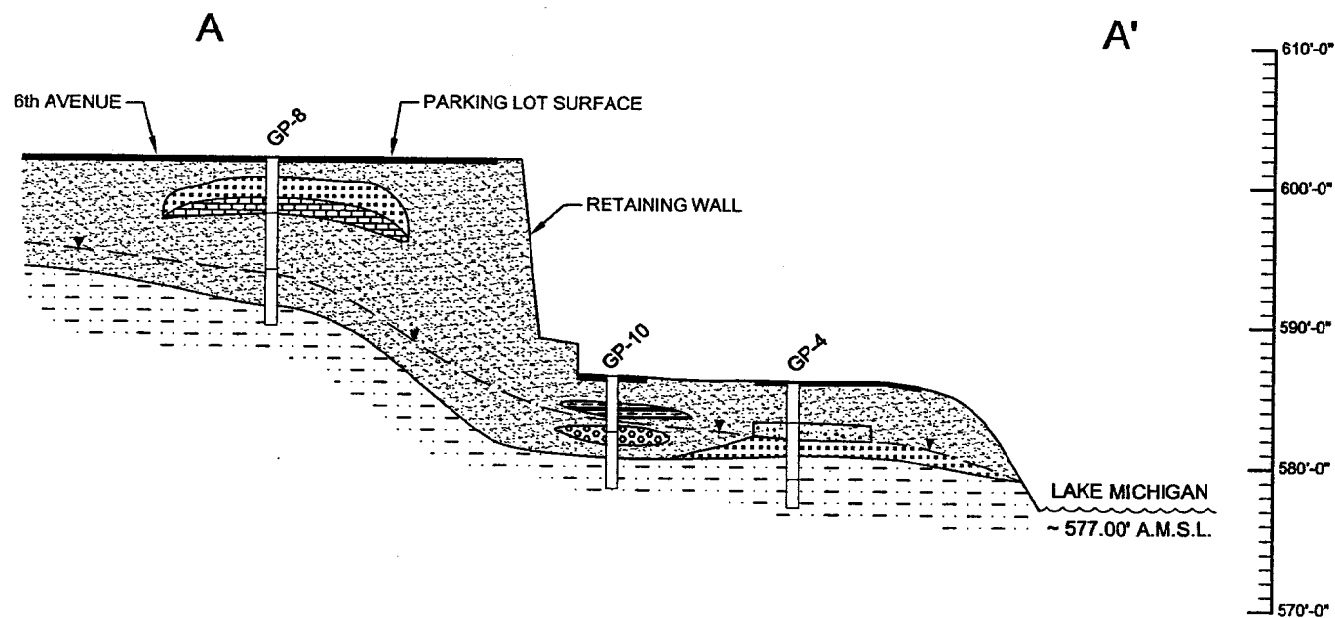
Approved By:  
**S. CRANLEY**  
Date Approved:  
**6/27/2003**  
Date Drawn:  
**5/26/2003**  
Drawn by:  
**B. MURPHY**



**SITE MAP**  
NOT TO SCALE

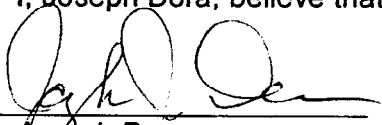
## LEGEND

- FINE SAND - FILL
- FOUNDRY SAND - FILL
- CONCRETE / BRICK - FILL
- GRAVEL - FILL
- CONCRETE SLAB
- CLAY / SILT - NATIVE
- GEOPROBE SOIL BORING LOCATION
- APPROXIMATE WATER TABLE
- EXISTING GRADE
- PAVEMENT



**AL CROSS-SECTION A-A'**  
E T = 60'-0" - VERTICAL SCALE: T = 10'-0"

I, Joseph Dora, believe that the attached legal descriptions are complete and accurate.

  
\_\_\_\_\_  
Joseph Dora